

Which was referred to the Committee on Privileges and Elections.

By consent, Mr. Cone offered the following resolution—  
Senate Resolution No. 14:

Resolved, That the two Committees on Judiciary be allowed to employ a clerk for each committee.

Which was referred to the Committee on Legislative Expenses.

Mr. Humphries moved that 200 copies of Senate Resolution No. 11 be printed.

Which was agreed to, and so ordered.

Mr. Harris announced the appointment of Messrs. Edwin Reese and L. C. Algee as official stenographers of the Senate under Senate Resolution No. 3.

Mr. Harris moved that the Senate do now adjourn until 10 o'clock tomorrow morning.

Which was agreed to.

Whereupon the Senate stood adjourned to 10 o'clock a. m., Friday, April 8, 1909.

#### CONFIRMATIONS.

J. Ed. Abercrombie, to be Harbormaster for the Port of Pensacola.

E. D. Beggs, to be Judge of the Criminal Court of Record of Escambia county.

Scott M. Lofton, to be Solicitor of the Criminal Court of Record of Escambia county.

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FRIDAY, APRIL 9, 1909.

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The Senate met pursuant to adjournment.  
The President in the chair.

#### PRESENT:

The roll was called and the following Senators answered to their names:

Mr. President, Senators Adkins, Baker (20th); Baker,

(29th) ; Beard, Broome, Buckman, Grill, Cook, Cone, Cottrell, Davis, Dayton, Flournoy, Girardeau, Harris, Henderson, Hosford, Humphries, Johnson, Leggett, Massey, McCreary, McLeod, McMullen, Miller, Sams, Sloan, West, Williams, Withers, Zim.—32.

A quorum present.

Prayer by the Chaplain.

Pending the reading of the Journal of April 7.

Mr. Cone moved that the reading of the Journals of April 7 and 8 be dispensed with and that the same be corrected.

Which was agreed to.

The Journal of April 7 was corrected.

The Journal of April 8 was corrected.

## INTRODUCTION OF RESOLUTIONS.

Mr. Leggett offered the following Resolution:

Senate Resolution No. 15.

Resolved, by the Senate of the State of Florida, That the Committee on Enrolled Bills to be allowed to employ such clerical help as is necessary to carry on the work before it.

Which was read and referred to the Committee on Legislative Expenses.

Mr. Davis offered the following Resolution—

Senate Resolution No. 16:

Be it Resolved by the Senate of the State of Florida, That the Committees on Constitutional Amendments and Commerce and Navigation be allowed one clerk for the two committees; such clerk to be agreed upon and named by the chairman of said committees;

Which was read and referred to the Committee on Legislative Expenses.

Mr. Baker offered the following Resolution—

Senate Resolution No. 17:

Resolved, That the Chairman of the Committee on Pensions and the Chairman of the Committee on Mining and Mineral Resources be empowered to appoint a Clerk for the services of said Committees jointly;

Which was read and referred to the Committee on Legislative Expenses.

Mr. Massey offered the following Resolution—

Senate Resolution No. 18:

Resolved, That the Sergeant-at-Arms be directed to provide all stationery and other articles necessary for use at the desks of Senators and to deliver supplies of the same to any Senator upon his request without a formal requisition.

Mr. Massey moved to adopt the Resolution.

Which was agreed to and the Resolution was adopted.

Mr. Sloan offered the following Resolution—

Senate Resolution No. 19:

Whereas, It is the earnest desire of this body to conduct the business of the people entrusted to it, in the most economical manner possible, consistent with dignified and expeditious dispatch of business, and, whereas, a systematic arrangement of our committee, and other clerks, should result in greatly reducing the expenses of the session; Therefore, be it

Resolved, That any and all committees employing clerks, authorized by this body, do so with the understanding that their entire time during time of their employment, will belong to this Senate; that they must be at the Capitol and at such place as may be designated by the Committee for whom they were employed, at as early an hour each morning as practicable, and remain during day, except when absent for lunch or some other necessary purpose, and when not in service of their committee, they shall render any service required of them by any committee of this body, such work, of course, to be confined to official business.

Resolved, Further, that when any clerk has been authorized, and employed, that chairman of committee employing such clerk shall give notice to this body, where clerk will be stationed, when not in their employ, so that other committees and members, desiring their services, may find them without confusion or delay.

Resolved, Further, that Engrossing, Enrolling and Recording Clerks, elected and now on the roll of this body, be required to be at Capitol daily, and do any work of a clerical nature, until such time as duties for which they were elected, require their time.

Mr. Sloan moved to adopt the Resolution, which was agreed to, and the Resolution was adopted.

Mr. Withers offered the following Resolution—

Senate Resolution No. 20:

Resolved, by the Senate, that the Committees on Appropriations, Public Health, Public Lands and Drainage be allowed to employ a clerk.

Which was read, and referred to the Committee on Legislative Expenses.

Mr. Dayton offered the following Resolution—

Senate Resolution No. 21:

Resolved, That the Committee on Indian Affairs, Immigration, Agriculture and Forestry be allowed one clerk, this Clerk to be selected by the Chairmen of said committees.

Which was read and referred to the Committee on Legislative Expenses.

### INTRODUCTION OF BILLS.

By Mr. Sloan—

Senate Joint Resolution No. 45:

Joint Resolution proposing to amend Section 10 of Article 12 of the Constitution, relative to Education.

Which was read the first time by its title and referred to the Committee on Education.

By Mr. Massey—

Senate Bill No. 46:

A bill to be entitled an act requiring Teachers' Summer Training Schools and making appropriations therefor.

Which was read the first time by its title and referred to the Committee on Education.

By Mr. Leggett—

Senate Bill No. 47:

A bill to be entitled an act to amend Section 358 of the General Statutes of the State of Florida, relating to penalty for cheating.

Which was read the first time by its title and referred to the Committee on Judiciary A.

By Mr. Massey—

Senate Bill No. 48:

A bill to be entitled an act to make an appropriation to secure a better attendance upon Teachers' Summer Training Schools.

Which was read the first time by its title and referred to the Committee on Education.

By Mr. Beard—

Senate Bill No. 49:

A bill to be entitled an act relating to the improvement by the City of Pensacola of its streets, alleys and public ways.

Which was read the first time by its title and referred to the Committee on Municipalities.

By Mr. Williams—

Senate Bill No. 50:

A bill to be entitled an act to amend Sections 3267 and 3268 of the General Statutes of the State of Florida, creating a penalty for carrying certain firearms without first obtaining license.

Which was read the first time by its title and referred to the Committee on Judiciary B.

By Mr. Hudson—

Senate Bill No. 51:

A bill to be entitled an act providing for the creation of Palm Beach County in the State of Florida and for the organization and government thereof.

Which was read the first time by its title and referred to the Committee on City and County Organization.

By Mr. Hudson—

Senate Bill No. 52.

A Bill to be entitled an act to amend Section 3898 of the General Statutes of the State of Florida relating to Jurisdiction of Courts of Justices of the Peace;

Which was read the first time by its title and referred to the Committee on Judiciary A.

By Mr. Broome—

Senate Bill No. 53:

A bill to be entitled an act to organize a County Court in and for the County of Gadsden; to prescribe the terms thereof, and to provide for the appointment of Prosecuting Attorney and for his compensation, and for that of the Judge of said Court;

Which was read the first time by its title and referred to the Committee on Judiciary A.

By Mr. Adkins—

Senate Bill No. 54:

A bill to be entitled an act to amend Chapter 5690 of the Laws of Florida, relative to the sale of liquors in

counties or precincts voting against such sale, and also relating to selling liquors without a license;

Which was read the first time by its title and referred to the Committee on Judiciary B.

By Mr. McMullen—

Senate Bill No. 55:

A bill to be entitled an act to organize a County Court in the County of Hillsborough; to prescribe its jurisdiction and power and to fix the compensation of its Judges;

Which was read the first time by its title and referred to the Committee on Judiciary A.

By Mr. McMullen—

Senate Bill No. 56:

A bill to be entitled an act giving the holder of a negotiable instrument the right to sue the makers and endorsers thereof jointly;

Which was read the first time by its title and referred to the Committee on Judiciary B.

By Mr. McMullen—

Senate Bill No. 57:

A bill to be entitled an act to amend Section 28 of Chapter 4883 of the Laws of Florida, being an act to amend the city charter of the city of Tampa;

Which was read the first time by its title and referred to the Committee on Municipalities.

By Mr. Dayton—

Senate Bill No. 58:

A bill to be entitled an act to amend Section 3146 of the General Statutes of Florida and to limit the time and prescribe the conditions governing certain actions for negligence causing the death of another;

Which was read the first time by its title and referred to the Committee on Judiciary B.

By Mr. McMullen—

Senate Bill No. 59:

A bill to be entitled an act to repeal the present Charter of the Town of Clearwater, Fla., and to grant and provide a new charter for the Town of Clearwater, Fla.;

Which was read for the first time by its title and referred to the Committee on Municipalities.

By Mr. Humphries—

Senate Bill No. 60:

A bill to be entitled an act to legalize the election held

in the Town of Sarasota, on the first day of December, A. D. 1908, to determine by an affirmative vote of a majority of the qualified voters of the said town, who were the freeholders of said town at the time of voting and for at least six months prior thereto, whether or not the bonds proposed by an ordinance entitled "An Ordinance to provide for the holding of an election in and by the Town of Sarasota, Fla., submitting to the duly qualified voters of said town the question of issuing bonds for the purpose of constructing and maintaining a system of sewerage in and for the purpose of paving the streets of said Town, and for the expenditure of the funds arising from the sale of said bonds," passed by the Town Council of said town on the 13th day of October, A. D. 1908, and approved by the mayor of said town on the 14th day of October, A. D. 1908, should be authorized and issued, and to declare and render valid and legal the ordinance, and to authorize the issue of bonds as provided by said Ordinance, and to declare valid and binding all bonds which have been or may be issued under the terms of said Ordinance, and to validate and confirm the election of Bond Trustees under said Ordinance.

Which was read the first time by its title and referred to the Committee on Municipalities.

By Mr. Humphries—

Senate Bill No. 61:

A bill to be entitled an act to legalize and validate all contracts heretofore made by the City of Braidentown, Fla., as well as all ordinances, Resolutions and Acts relating to paving the streets of, and building sidewalks in said City, curing all irregularities in the execution of the work and declaring all assessments made or to be made against abutting property, valid and binding liens;

Which was read the first time by its title and referred to the Committee on Municipalities.

By Mr. Harris—

Senate Bill No. 62:

A bill to be entitled an act to authorize the State Board of Health to adopt, promulgate and enforce rules and regulations for the betterment and protection of the public health of the State of Florida;

Which was read the first time by its title and referred to the Committee on Public Health.

By Mr. Harris—

## Senate Bill No. 63:

A bill to be entitled an act to authorize the State Board of Health to acquire and maintain a sanatorium for the treatment of tuberculosis; to make and enforce rules regarding the administration of such sanatorium, and to provide methods for conducting the same;

Which was read the first time by its title and referred to the Committee on Public Health.

By Mr. Harris—

## Senate Bill No. 64.

A bill to be entitled an act to authorize the State Board of Health of Florida to employ a sanitary engineer, whenever the said Board may consider the necessities of sanitation in and about the State may so require, and to provide for his compensation;

Which was read the first time by its title and referred to the Committee on Public Health.

By Mr. Sloan—

## Senate Bill No. 65:

A bill to be entitled an act to prohibit the sale or giving away of certain narcotics, and providing a penalty for violations of the provisions thereof;

Which was read the first time by its title and referred to the Committee on Judiciary A.

By Mr. Sloan—

## Senate Bill No. 66:

A bill to be entitled an act to repeal an act, entitled an act to authorize and regulate the selling of pools in this State. Approved, June 4th, 1891; and to repeal all acts amendatory thereof;

Which was read the first time by its title and referred to the Committee on Judiciary B

By Mr. Dayton—

## Senate Bill No. 67:

A bill to be entitled an act authorizing special tax school districts to erect and improve school buildings, and to issue bonds therefor;

Which was read the first time by its title and referred to the Committee on Judiciary B.

Mr. Beard moved that the Committee on Temperance be discharged from further consideration of Senate Bill No.



15. A bill to be entitled an act to prohibit the sale, exchange or barter of intoxicating liquors, wines, or beers, in the State of Florida, and providing a penalty for the violation thereof; which had been referred to said committee, and that said bill be made a special order for 11 o'clock a. m. on April 15, 1909;

Which was agreed to and so ordered.

Mr. Beard moved that 200 copies of Senate Bill No. 15 be printed and placed upon the desks of the members of each branch of the Legislature.

Which was agreed to and so ordered.

## CONSIDERATION OF RESOLUTIONS.

### Senate Concurrent Resolution No. 1:

Be it Resolved by the Senate, the House of Representatives concurring. That a Committee of five, to be composed of three members from the House and two from the Senate, be appointed to visit and examine into the condition and administration of the Florida Hospital for Insane, at Chattahoochee, and report their findings thereon to the Legislature.

Was read the second time.

Mr. Leggett moved to adopt the Resolution;

Which was agreed to, and the Resolution was adopted. and the resolution was ordered to be certified to the House.

## REPORTS OF COMMITTEES.

Mr. Massey, Chairman of the Committee on Judiciary A, submitted the following report.

Senate Chamber,  
Tallahassee, Fla., April 9, 1909

*Hon. F. M. Hudson,*  
*President of the Senate,*

Sir:

Your Committee on Judiciary A, to whom was referred—

Senate Resolution No. 10A:

Relative to the Enrolling and Engrossing of Bills, Correcting the printed proceedings, etc.,

Have had the same under consideration and recommend that it be not adopted.

Very respectfully,

LOUIS C. MASSEY,

Chairman of Committee.

Mr. Sloan moved that the Senate take up for consideration Senate Resolution No. 10A:

Which was agreed to, and Senate Resolution No. 10A was read the second time.

Mr. Sloan moved to waive the rules and to take Senate Resolution No. 10A out of its order for consideration.

Which was agreed to by a two-thirds vote.

Mr. Massey moved to indefinitely postpone the Resolution, which was agreed to, and Senate Resolution No. 10A was indefinitely postponed.

#### MESSAGE FROM THE GOVERNOR.

The President announced that he had appointed Messrs. Buckman, Cone and Dayton as the special committee to distribute the message documents accompanying the Governor's message to the proper committees for consideration.

The following message from the Governor was read:

Executive Chamber

Tallahassee, April 9, 1909.

*Hon Frederick M. Hudson,*

*President of the Senate:*

*Sir:*

I have the honor to enclose herewith copy of a communication received by me from Miss Inez Abernethy, an instructor in the Florida Female College, and recommend that it have careful consideration of the Senate, and such action as is deemed proper in the premises.

Very respectfully,

ALBERT W. GILCHRIST,

Governor.

Tallahassee, Fla., April 8, 1909.

To His Excellency, Albert W. Gilchrist,  
Governor of Florida:

Sir:

I wish to bring to your attention very briefly a matter which was submitted to the Legislature of Florida two years ago, but was passed upon unfavorably. I believe this unfortunate action was due to a misunderstanding of the merits of the case. These are the facts:

I am an instructor in art at the Florida Female College. On President Murphee's representation of the total inadequacy of the art equipment of the college, I brought with me and placed in the art studio in West Hall my entire collection of casts, pictures, models, etc. at the disposal of the students. This collection represented the labor of years in America and in Europe and the expenditure of all my means. It was freely used by the students.

On the night of Dec. 22, 1906, West Hall, with all its contents was destroyed by fire. At that time the college had no night watchman and, it being the holiday season, no men were on the campus. The lives of the students sleeping in West Hall were in imminent danger. I had to choose between saving my collection and saving the girls. Of course, I sacrificed the collection; otherwise I could have saved it.

The collection was not insured; \$2,500 does not represent more than one-half of its monetary value, and it is to this extent I seek redress, on two grounds: First, the college had been using the collection as part of its own equipment; and, secondly, the collection was lost because I gave all my efforts to save the lives of the students.

More explicit details are given in the documents spread on the Journal of the House, April 25, 1907, and these will supplement this letter. I trust you will find it consistent to recommend relief for me, and that the Legislature of Florida will take favorable action on your recommendation. I need not say how deeply I would appreciate your assistance in this matter.

Very Respectfully yours  
(Signed) INEZ ABERNETHY.

The message and accompanying document was referred to the Committee on Claims.

The following message from the Governor was read:

Executive Chamber,  
Tallahassee, Fla., April 9, 1909

*Hon. Frederick M. Hudson,*  
*President of the Senate:*

*Sir:*

I have the honor to transmit herewith for the information of the Senate, a verified copy of the contract made and entered into the 5th day of March, 1909, by and between the Commissioner of Agriculture and the Florida Pine Company, a corporation, for the hire of State prisoners for the term of four years, beginning January 1, 1910, said contract having been approved by the Board of Commissioners of State Institutions.

I also transmit herewith copy of the resolution adopted by the Board of Commissioners of State Institutions January 28, 1909, setting forth reasons why it was deemed advisable to enter into a contract for the lease of State prisoners for another term of four years; also copy of the notice for the lease of State convicts, which was published once each week for four consecutive weeks, in Tallahassee, Pensacola, Jacksonville, and Tampa newspapers; also copy of the schedule of requirements which was approved by the Board of Commissioners of State Institutions for the government of the lessees of State prisoners under said lease.

Very respectfully,  
ALBERT W. GILCHRIST,  
Governor.

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#### CONTRACT.

This agreement made and entered into this fifth day of March, A. D. 1909, by and between B. E. McLin, Commissioner of Agriculture of the State of Florida, for and on behalf of said State, under the provisions of law hereinafter stated, of the one part, and the Florida Pine Company, a corporation organized under the laws of Delaware, doing business in the State of Florida, with its headquarters in Jacksonville, Fla.

Whereas, The said B. E. McLin, Commissioner of Agriculture of the State of Florida as aforesaid, under the authority of and in pursuant to the provisions of Sections numbered from 4146 to 4159, inclusive, of the General Statutes of the State of Florida, the same being Article 7, of Chapter 2, of Title 4, of Fifth Division of the General Statutes of Florida, and entitled "Contracts for Labor of State Prisoners," and by and with the approval of the Board of Commissioners of State Institutions, has decided to enter into a contract with the said The Florida Pine Company, a corporation organized under the laws of Delaware, doing business in the State of Florida, with its headquarters in Jacksonville, Fla., for the labor, maintenance and custody of all the State prisoners, male and female, sentenced to or confined within the State prison on the first day of January, A. D. 1910, and who may be, during the period of four years from the first day of January, A. D. 1910, sentenced by any court of the State of Florida of competent jurisdiction to imprisonment in said prison; and,

Whereas, the said The Florida Pine Company have expressed their desire and willingness to enter into such contract; therefore this agreement.

Witnessst That the said The Florida Pine Company, a corporation organized under the laws of Delaware, doing business in the State of Florida, with its headquarters in Jacksonville, Fla., for and during the period of four years, commencing the first day of January A. D. 1910 (nineteen hundred and ten), and ending December 31st, A. D. 1913 (nineteen hundred and thirteen), shall have the use of enjoy and control the labor, services, use and custody of the whole number of persons, whether male or female, who may on the first day of January A. D., 1910, be under sentence of imprisonment in the State prison of the said State and who may during said period of four years, be sentenced, by any court of the State of Florida of competent jurisdiction, to imprisonment in said prison. Provided, however, that the said, The Florida Pine Company shall not have, use, enjoy or control the labor, services, use or custody of any such prisoners longer than he or she shall be legally liable to imprisonment, under his or her sentence, and the constitution and laws of the State of Florida, and the regulations as to an allowance of credits and deductions of time for terms of sen-

tence for, on account of good conduct; and provided further, that the rights and powers of the said The Florida Pine Company to the custody, services, use and labor of any of such prisoners hereunder, shall in all things be subject to exercise of the power to pardon offences and commute punishments and to grant reprieves under the constitution and laws of the State.

And provided further, that all rights and powers of the said The Florida Pine Company under the provisions of this instrument and said Statutes shall be in all things subject to the supervision of the Commissioner of Agriculture of the State of Florida and his successors in office, as provided herein, and by the terms of said statutes, and provided further, that such prisoners or convicts are to be kept, used and employed at some point or points within the State of Florida, and are under no circumstances or conditions to be taken, removed, or be permitted to go beyond the limits of said State.

And that the said The Florida Pine Company will receive at any place in the State named by the Commissioner of Agriculture on the first day of January, A. D. 1910, subject to all the provisions of this contract the whole number of prisoners, who are on that day under sentence of imprisonment in the State prison of said State, and then present in said prison, and the said The Florida Pine Company does hereby agree and bind themselves to take and receive promptly any and all convicts assigned to them at any place approved by the Commissioner of Agriculture.

The said The Florida Pine Company will receive all persons who may be sentenced to imprisonment in the State prison of said State of Florida by any court of competent jurisdiction in said State, after the first day of January, A. D. 1910 (nineteen hundred and ten), and during the period of four years ending Dec. 31st, 1913.

That the said The Florida Pine Company will receive such persons so sentenced, at the County Site of the county wherein they or any of them were sentenced, or are held in confinement, immediately upon notice from the Commissioner of Agriculture, or the Sheriff of the county. And the said The Florida Pine Company agrees that they will not permit or cause or suffer any of the prisoners to be received under the provisions of this instrument to be worked or made to labor before sunrise

or after sunset, nor more than ten hours on any one day, or to be made to work on the Sabbath day, or to be removed or worked or employed, or taken or go beyond the limits of said State; Provided, however that the lessee may, if agreeable, with the prisoner, make arrangements for the doing of extra work by any of such prisoners, at a reasonable compensation, which compensation shall be paid to the prisoner performing such extra work, said terms to be subject to the approval of the Commissioner of Agriculture; and that they, the said The Florida Pine Company, shall at all times during said period of four years without expense or cost or liability upon the part of said State, or of any officer or of any county or officer thereof, maintain all such persons received and kept by them sentenced as aforesaid, or that may be sentenced as aforesaid, and provide custody, maintenance and support for them and each of them, and provide and furnish all and every such persons comfortable quarters and lodging, good and comfortable clothing, including blankets, wholesome food, and when any of them shall be sick or disabled, necessary medicine and medical attendance, and proper personal care. Their allowance of food and clothing, including bedding and blankets, to be prescribed by the Board of Commissioners of State Institutions of said State, from time to time. Each prisoner shall be furnished with a separate iron cot bedstead, not less than three and one-half feet in width and not less than six and a half feet in length, and placed in the sleeping cell with not less than two feet of space between each bed, and where two rows of beds are in one hall, there must not be less than four feet of hall-way between each row of beds. Each bed shall have a good, clean mattress and pillow, also three pillow cases, four sheets and two pairs of blankets. There shall be kept in stock at each prison camp, at all times, for the use of the prisoners, not less than three suits of stripes, three suits of underclothing, including socks, two pairs of shoes, one hat, two nightshirts, for each and every prisoner located at any prison or camp. All buildings to be used in connection with housing said prisoners shall be subject to the approval of the Commissioner of Agriculture.

The white and colored prisoners shall be segregated; that is to say, no white prisoner shall be allowed to be housed in the same building, maintained or placed at work where they will in any way come in personal con-

tact with colored prisoners, and vice-versa, except at the central prison hospital or hospitals and the headquarters camp, where the prisoners are collected from different jails to be distributed to different camps or prisons for labor, and at said hospitals and headquarters camp there shall be such segregation of the two races and sexes as will be approved by the Commissioner of Agriculture. However, upon application, for certain specific duties the Commissioner of Agriculture, with the approval of the Board of Commissioners of State Institutions, may be authorized to assign persons of the opposite color for said specific duties.

That all convicts shall at all times be required to wear the prescribed convict stripes.

The said The Florida Pine Company will employ for each prison and camp, and keep employed a physician or doctor of medicine of skill and experience during said period of four years to attend on, examine, treat and care for, and watch over all and each of such prisoners received and kept by them, and will secure his regular attention to examination, care and treatment of them in such manner and such frequency and fidelity as may be satisfactory to or prescribed by the Board of Commissioners.

And they, The Florida Pine Company, will provide a capable warden, or captain of guards and a yard man for each prison or camp, who shall be subject to approval and removal of the Commissioner of Agriculture. A good and effective and sufficient guard of police for the custody of such prisoners, and for securing them and preventing their escape, such guards to be subject to approval by the Commissioner of Agriculture of said State, and that the said The Florida Pine Company, will keep such persons in safe custody and under good discipline and will use prompt diligence and will make proper efforts to arrest all such prisoners received, taken and kept by them, who may escape, and pay all expenses of such efforts and arrests, and will in all things comply with the requirements of the Commissioner of Agriculture of said State, from time to time, and that the said The Florida Pine Company will fully and promptly perform and exercise all such duties, acts, powers and things whatsoever required or contemplated, or implied by or in the provisions of said statutes to be done or performed by the contractors there-



under, the same as if specifically set out in this contract, and afford all proper facilities and aid to the performance of any duty imposed by said statutes, or of any officer or officers of said State or of any county.

And that the said The Florida Pine Company does hereby agree and bind themselves to receive all convicts as aforesaid, furnish all guards, all food, clothing, medicine, medical attention and whatsoever else may be necessary for all and every of said prisoners received and kept by them, which may be prescribed by said Board of Commissioners of State institutions, free of all costs of any kind to the State of Florida, or any of its officers.

And the said The Florida Pine Company further agree and bind themselves, that if they shall fail to do and perform any duty, act or thing, which, according to the spirit and intent of this agreement and said statutes they should do and perform, or should in any manner violate the true meaning and intent of this instrument, or of any of said statutes, that the State of Florida, acting through its Governor, Commissioner of Agriculture, or Board of Commissioners of State Institutions, or any or all of them, shall have the right to do, or cause, or procure, to be done, the duty, act or thing omitted to be done, and to correct, repair, restore and amend any damages resulting from any such violations, and that The Florida Pine Company in such event will pay to the State of Florida the full amount, principal and interest, of expense incurred by said State, or of any officer thereof, in doing or causing or procuring to be done, the duty, act or thing omitted, or in correcting, repairing, restoring, and amending any damage resulting from any such violation.

It is mutually agreed and understood by the parties to these presents that the said State prison or prisons shall be at such places within the State of Florida, and for such period of time, as the Commissioner of Agriculture and the Board of Commissioners of State Institutions may, from time to time, designate. The said Commissioner of Agriculture, party of the first part, reserving the right at all times and without notice, to change the location of said State prison or prisons, with the approval of the Board of Commissioners of State Institutions, at any time it may be deemed best for the interest of the prisoner and the State of Florida, without any recourse whatever by the contractor; and to exercise full control thereof at any and all times during said contract..

It is covenanted and agreed by the said The Florida Pine Company that they shall and will take charge of, care for and control said State prisons at their own proper cost and expense, at any time, and for any period that may be designated by the said Commissioner of Agriculture, with the approval of the Board of Commissioners of State Institutions during and under the terms of this contract.

It is further covenanted and agreed that upon the failure to comply with the terms hereof, by or on the part of the said The Florida Pine Company, then this contract shall become forfeited and of no effect, and the sum or sums paid for the labor and hire of said convicts become forfeited to the State of Florida. The remainder of balance due the State under said contract shall in that event become due and payable, and the covenants of the bond given to secure faithful performance of the contract and payment of the sums contracted hereunder shall become forfeited, due and payable.

The said The Florida Pine Company covenant and agree that a central hospital or hospitals shall be established and maintained by them immediately upon receiving the said prisoners on the first day of January, A. D. 1910. That said hospital or hospitals shall be located at such place or places as may be designated by the Commissioner of Agriculture. Said hospitals shall be established and maintained at the expense and cost of the said The Florida Pine Company, and shall have capacity for comfortably housing not less than one hundred prisoners, and shall be fully equipped as indicated above for other prisoners, except that the beds are to be furnished with good, comfortable springs; also to be thoroughly equipped with a dispensary, operating room and all the necessary drugs, surgical implements and other equipment and supplies incident to a modern first-class hospital. That the said The Florida Pine Company shall establish such rules and regulations for the conduct and management of said hospitals as may be prescribed by the Board of Commissioners of State Institutions.

It being mutually understood and agreed that in the quarterly settlement between the said The Florida Pine Company and the said Commissioners of Agriculture, there shall be deducted from the amount due by the said The Florida Pine Company upon this contract, the time

lost by each inmate of said hospital, the time to be computed from the date the prisoner is sent from the camp to the hospital, to the day the physician directs him or her returned, or put to work as a labor-earning prisoner. That the said The Florida Pine Company shall pay all expenses of conducting and maintaining said hospital.

The State Prison Physician shall determine when any prisoner should go to or remain in the central hospital, with the approval of the Commissioner of Agriculture. That the physician at the central hospital or hospitals shall be chosen and selected by the Commissioner of Agriculture and his salary to be paid by the said The Florida Pine Company.

That no prisoner shall be permitted to leave the stockade before sunrise and must be returned by sundown: Provided, That a prisoner, if he so desires, may make satisfactory terms between himself and the lessee and work over time, the prisoner to receive compensation therefor, and the conditions to be approved by the Commissioner of Agriculture. That the said The Florida Pine Company shall establish in each stockade, when practicable, water-works and sewerage system for sanitary purposes, at their own expense, the Commissioner of Agriculture to decide the question of practicability. That at each camp a vegetable garden shall be maintained for furnishing sufficient vegetables for the prisoners.

That the said The Florida Pine Company shall provide a guard corps of not less than one guard for every five prisoners when they are being worked in the woods, and a mounted guard to every twenty-five prisoners worked in the woods, this to include night guard and yardman. That they shall provide two well trained bloodhounds for every camp and for every twenty-five prisoners worked in the woods, or in this proportion, so that there shall be two such bloodhounds in each camp of twenty-five prisoners or less; said bloodhounds shall be kept in good training. That the said The Florida Pine Company shall establish and maintain a central headquarters camp, where prisoners shall be first taken from the counties for distribution among the camps, which said Central Headquarters Camp and all other camps, shall be built and maintained upon plans and specifications approved by the Commissioner of Agriculture and the Board of Commissioners of State Institutions.

That full description, including marks, measurements,

weight and peculiarities, shall be taken of each prisoner, and double photos, one of front and one of side view, shall be taken, said photos and description shall be numbered with the number of the prisoner. That the said The Florida Pine Company shall maintain a central or business office, in which shall be kept all data concerning the prisoners, including photos, descriptions, records and memoranda of each prisoner; there shall be connected therewith a photograph developing department. Copies of all such descriptions, measurements, etc., shall be furnished the Commissioner of Agriculture.

That the said The Florida Pine Company shall immediately upon the escape of any prisoner forward from said office to the Commissioner of Agriculture, and to all chiefs of police and sheriffs in this State, and to the police officer and sheriff of such other places out of the State to which the prisoner is likely to go, a double photograph showing front and profile of the prisoner, full description and a guaranteed reward of one hundred dollars to anyone who will recapture and return said escaped prisoner. The reward shall be paid by the said The Florida Pine Company and the notice thereof shall be signed by them. Not less than three hundred photographs, descriptions and notices of reward shall be forwarded (for each escaped prisoner).

The said The Florida Pine Company shall keep on file in their said business or central office a list of names and addresses to which such notices, photographs and descriptions shall be sent; a copy of said list shall be furnished to the Commissioner of Agriculture not later than the 15th day of January, A. D. 1910. That the said The Florida Pine Company shall keep at least one man employed in said office constantly, so that the Commissioner of Agriculture may communicate therewith any day in the year. All prisoners and hospitals must be connected by telephone or telegraph or both, with the regular telegraph lines of the State, so that they will be in connection with the Commissioner of Agriculture at Tallahassee, Florida. At each camp someone shall be designated, whose duty it shall be to communicate with the central or business office by telegraph or telephone, giving such office prompt notice by that means of every escape. The said The Florida Pine Company shall at all times enforce in the camps and upon the work such regulations as may be prescribed by the Board of Commissioners of State In-

stitutions, from time to time, for the health, humane treatment and safe custody of the prisoners. Allowances for escapes shall be made within the discretion of the Board of Commissioners of State Institutions. The said The Florida Pine Company agrees to bear all expenses incident to handling the prisoners from the date sentenced by the court in which they are tried begins to run (covering the cost of confinement in the county jail until removed by the contractor).

That the personnel of the wardens or captains and guards shall always be subject to approval of Commissioner of Agriculture, under such rules and regulations as he may prescribe. Any guard shall be removed upon request by the Commissioner of Agriculture.

It is further covenanted and agreed that the said The Florida Pine Company shall and will execute a good and sufficient guarantee or other bond payable to the Governor of the State of Florida and his successors in office, in the penal sum of \$100,000.00 (one hundred thousand dollars), conditional to secure the faithful performance of this contract as may be required by the party of the first part, with good and sufficient sureties to be approved by the Board of Commissioners of State Institutions.

All payments made under this contract shall be made by the said The Florida Pine Company quarterly in advance, except for the first quarter of the year A. D. 1910, which shall be paid one-half on the first day of July, A. D. 1909, and the other half on October 1st, 1909.

It is further covenanted and agreed that the number on hand on dates of advanced payments shall be the basis of all advanced payments hereunder, that said advanced payments shall be made in advance, each quarter of each year during said contract for the hire, or contract for labor of State prisoners as aforesaid on such basis named herein, and that the final settlements and accounts for deduction for time that the number falls below said basis or excess of number of said basis shall be made and had by the parties hereto on the first Mondays of July and January during this contract.

It is covenanted and agreed by the parties hereto that said The Florida Pine Company are to pay for the hire of said State prisoners at the rate of \$281.60 (two hundred eighty-one and 60-100 dollars) per annum per capita for all convicts or State prisoners assigned, dating from

the date of arrival at the State prison. No deduction or allowance of said sum to be allowed on account of sickness, accidents, escapes, or other causes except death, pardon or release from prison by order of court of competent jurisdiction, except as herein and heretofore provided otherwise.

It is further covenanted and agreed that the State may at any time during the life of this contract or prior to the time and actual performance of the same is entered upon, on January 1st, 1910, withdraw from said contract all female prisoners, invalid male prisoners, and such prisoners who from any cause may be deemed unable to perform reasonable manual labor, and from the time of the withdrawal of said women and male prisoners, the said The Florida Pine Company agree and bind themselves to pay fifteen (15%) per cent. additional on the said \$281.60 per capita, for the prisoners remaining in their custody under this contract. Said additional fifteen per cent. to be paid from the date of the withdrawal of the said female and male prisoners above described.

It is distinctly agreed and covenanted that the said The Florida Pine Company shall promptly take and receive into their custody any and all convicts assigned to them at the place designated by the Commissioner of Agriculture, and convey them therefrom to the State prison, or to such other place as they may be held under the authority of the Commissioner of Agriculture, at the cost, risk and expense of the said The Florida Pine Company, and without any cost whatsoever to the State, county or officers of either, for their transportation, care, maintenance and safe-keeping.

It is further covenanted and agreed that the said The Florida Pine Company shall have the State prison managed and controlled by a suitable and competent man, to be acceptable to, and his selection, designation, management and control of said State prison shall be subject to the approval of the Commissioner of Agriculture and the Board of Commissioners of State Institutions, at any and all times, while said State prison is in the charge, custody and control of said The Florida Pine Company hereunder, and said keeper of said State prison shall make such report of number of prisoners, distributions, descriptions, to whom and when delivered, and such other information as shall from time to time be required, and

on such form as may be prescribed by said party of the first part, with the approval of the Board of Commissioners of State Institutions.

And that they the said The Florida Pine Company do bind themselves and agree that they will pay to the Treasurer of the State of Florida the sum of \$281.60 (two hundred eighty-one and 60-100 dollars) per annum per capita for all convicts received and kept by them, as such contractors during the years A. D. Nineteen hundred and ten (1910), Nineteen hundred and eleven (1911), Nineteen hundred and twelve (1912) and Nineteen hundred and thirteen (1913).

It is further covenanted and agreed that the State may at any time during the life of this contract or prior to the time and actual performance of the same is entered upon in January 1st, 1910, withdraw from said contract all female prisoners, invalid male prisoners and such prisoners who from any cause may be deemed unable to perform reasonable manual labor, and from the time of the withdrawal of said female and male prisoners as above described.

Payment for the labor of said convicts to be made to the State Treasurer by the said The Florida Pine Company as follows: In quarterly payments each year in advance during said term of four years, except as hereinbefore provided.

And that they, the said The Florida Pine Company, do hereby bind themselves and agree that they will deliver to and place as such Commissioner or Governor shall desire to anyone that the Governor of said State may name on the first day of January, nineteen hundred and fourteen (1914), or at any time that the said contract becomes due or forfeited, all convicts in their hands by virtue of this contract, the same to be delivered at such time and place as such Commissioner or Governor shall designate, free of all costs, expenses or charge to said State of Florida, or any county or officer thereof, and that neither the said State of Florida, nor any county nor officer of either, shall be at any expense, for or on account of any person receivable by the said The Florida Pine Company, by virtue of these presents in any respect whatsoever, from the time they or any of them are receivable, or shall be taken by the said The Florida Pine Company, according to the terms of this instrument, up to the

surrender and delivery of such prisoners at the expiration of this contract, on the first day of January, A. D., nineteen hundred and fourteen (1914).

And the said The Florida Pine Company do hereby further bind themselves and agree, that they will deliver and turn over to the Commissioner of Agriculture of the State of Florida, or to anyone that the Governor of said State may name, on the first day of January, A. D., nineteen hundred and fourteen (1914), or at any time that the said contract becomes due or forfeited, all data concerning the prisoners, including photos, negatives, descriptions, records and memoranda of and concerning each prisoner, that may be in the possession and keeping of the said The Florida Pine Company.

And it is further specifically agreed and understood that this contract shall not be transferred or assigned by the said The Florida Pine Company. Nor shall the entire number of prisoners leased hereunder be sublet to any one person, firm or corporation. The said The Florida Pine Company shall, however, have the privilege of subletting said prisoners to such persons, firms or corporations as may be approved by the Commissioner of Agriculture and the Board of Commissioners of State Institutions, but in no case shall the parties leasing prisoners from the said The Florida Pine Company be allowed to sublease said prisoners which they hold under the lease from the said The Florida Pine Company. All parties to whom prisoners are sub-leased by the said The Florida Pine Company, in consideration of the premises, and as a part of this contract, and the conditions upon which this contract is awarded to it, does on its part hereby stipulate, covenant and agree to and with the said Commissioner of Agriculture, and the said Board of Commissioners of State Institutions, that, in case any litigation of any character should arise between the parties hereto, growing out of this contract, or matters incidental thereto, the said contractor, The Florida Pine Company, shall not and will not institute the same in, nor remove or attempt to remove the same, to the United States Courts, nor in any way evade or attempt to evade or avoid the jurisdiction of the State courts with reference to such matters.

In Testimony Whereof, the said The Florida Pine Company, and the said B. E. McLin, Commissioner of Agriculture as aforesaid, have hereunto set their hands and fixed their seals to this and to another instrument of like



tenor and date, this the day and year first above written.

Signed, sealed and delivered

in the presence of

C. B. GWYNN,

O. M. JACOBIE,

J. STUART LEWIS,

JOHN T. COSTA.

B. E. McLIN,

(seal)

Commissioner of Agriculture.

The Florida Pine Company,

By D. R. McNEILL, President.

(seal)

Attest:

S. B. WILSON, Secretary.

Approved by the Board of Commissioners of State Institutions by resolution adopted this eighth day of March, A. D. 1909.

G. T. WHITEFIELD,

Secretary Board of Commissioners of State Institutions.

ALBERT W. GILCHRIST,

Governor and Chairman of Board of Commissioners of State Institutions.

Resolution adopted by the Board of Commissioners of State Institutions, January 28, 1909.

The Board adopted the following preamble, resolution, notice for bids and schedule of requirements relative to the lease of State prisoners for the four years beginning January 1, 1910:

Whereas, Two sessions of the Legislature having been convened since the last lease of the State convicts and no action having been taken by said bodies relative to the disposition of any part of said convicts; and

Whereas, It has been usual to advertise for bids for the hire of State convicts for a term of four years, in January of the year for letting the contracts; and

Whereas, It is evident to the Board of Commissioners of State Institutions that a successful bidder would be forced to expend many thousands of dollars in erecting

buildings and equipping the same prior to receiving the said prisoners; and

Whereas, After careful consideration of the subject of how best to lease said prisoners, the interests of the State and the care of the prisoners considered; it is

Resolved by the Board, for the following, among other reasons, that the contract should be let for the prisoners as a whole:

*The Disadvantages That Must Attend Direct Lease.*

*To All Who May Wish Prisoners in Small Lots.*

1. It is impractical for the State to make 30 to 35 different contracts, different bonds, different heads to look to and collect from.

2. The State would be forced to maintain a Central Headquarters and collect prisoners from jails and pay expenses after sentence until distributed. A general manager and guards, food, clothing, physician and a corps of clerks to maintain the distribution, at large expense.

3. A continual complaint and charge of preference shown, when poor grade of prisoners for service would be sent out. Favoritism would certainly be charged.

4. It would be impracticable to have 30 or 35 contractors with varying ideas maintain a Central Hospital. The State would be forced to do this with no practical method to be recouped. Should the several small lessees join in an effort to maintain a hospital and headquarters, it would be unsuccessful, on account of so many varied interests and views conflicting one with the other.

5. Should a contractor fail, refuse or neglect to perform his duty, forcing cancellation of contract, the State would have to take charge of the prisoners and would have no place to put them.

6. The State would be forced to the expense of photographing and advertising for escapes, an expensive system that is required to be maintained.

7. The increased risk in having to look to thirty odd contractors would be materially increased, when compared to having two or three responsible individuals, as now managed.

8. Georgia *pretended* to so lease, but had to assume all expense except clothing, lodging and board, and made a failure.

9. It would be impossible to segregate the whites from the colored, which will be insisted upon for the next lease. This should be done.

10. The greatest evil in general lease in allowing contractors to sell their contracts, which is in the nature of a franchise. The Board proposes forestalling this in the next notice and contract, but with *special permit* allow contractors to hire out prisoners, to be worked in industries in which he or they are directly interested.

#### NOTICE FOR THE LEASE OF STATE CONVICTS.

Notice is hereby given that the Commissioner of Agriculture of the State of Florida will receive at the Capitol, the Commissioner of Agriculture of the State of Florida, March 2d, 1909, and not after, bids for the hire of State convicts.

The bids are to be made upon the terms and subject to the conditions hereinafter stated, together with a schedule of requirements that will be furnished upon application by the Commissioner of Agriculture to any person desiring the same, which have been approved by the Board of Commissioners of State Institutions, viz:

1.—All bids must be for the hire of State convicts for a period of four years, to begin January 1st, 1910, and must be in writing or printed.

2.—The bid is to be made the basis of a contract for the hire of State convicts for a period of four years, and to be subject to the approval of the Board of Commissioners of State Institutions, and the said Board shall have the right to reject any and all bids.

3.—Each bid shall be accompanied by a certified check, made payable to the order of William V. Knott, Treasurer, in the sum of \$12,000.00, being an estimate of \$10.00 per capita for the whole number of convicts to be hired, said check to be collected and the proceeds thereof covered into the State Treasury if the bid is accepted and the bid-

der fail for twenty (20) days after notice of acceptance of his bid to enter into a contract for the hire of the said convicts, and said good faith deposit shall be forfeited to the State if such failure is made by the bidder.

4.—Any bidder must submit a bid for all of the convicts, said bid to be made upon the basis of so much per capita per annum that the bidder will pay for said convicts.

5.—The person or persons whose bid is accepted shall enter into a contract with the Commissioner of Agriculture of the State of Florida for the prisoners, upon the terms indicated in the notice and the schedule above referred to within twenty days from the date of the acceptance of his or their bid. The Commissioner of Agriculture to notify said successful bidder of the acceptance of his or their bid by the Board of Commissioners of State Institutions, said notice to be forwarded to the bidder by special delivery letter or telegram, should the bidder not be present to receive verbal notification.

6.—The lessee or successful bidder will be required to segregate all prisoners as to race and color; both in stockades and in places of employment as more fully shown by schedule referred to.

7.—The lessee must bear all expenses incident to the handling of the convict from the date of his sentence by the court in which he is tried; also all expenses incurred in maintaining a proper State prison as well as the prisoner and in keeping him or her safely; also all expenses for guards, medical attention, medicines, food, clothing, properly equipped lodgings, and every other expense and charge that should be incurred for the proper care, custody and humane treatment of the prisoners during the term of the lease. The personnel of the guards, wardens and captains and management to be subject to the approval of the Commissioner of Agriculture.

All rules and regulations concerning the type of buildings for the prisoners, the equipment, the care and management of the prisoners to be subject to any and all rules that may be promulgated by the Commissioner of Agriculture, with the approval of the Board of Commissioners of State Institutions.

8. A central hospital or hospitals shall be maintained at the expense of the lessee, in which shall be confined

for medical treatment all such prisoners that may be sick or unable from any cause to perform manual labor. The hospital or hospitals to be conducted and maintained as is more fully set out in the schedule referred to. The location of the hospital or hospitals must be approved by the Commissioner of Agriculture and the Board of Commissioners of State Institutions, before they shall be deemed or considered as sufficient compliance with the intent hereof.

9. Each prisoner shall be furnished with a separate iron cot bedstead properly equipped for comfort as shown in the schedule.

10. The lessee shall at all times enforce in the prison or camps and upon the work such rules as may be prescribed by the Commissioner of Agriculture and approved by the Board of Commissioners of State Institutions for the health, humane treatment and safe custody of the prisoners.

11. Lessees shall take all prisoners sentenced by any court to the State prison without regard to age, sex or physical condition.

The State Prison Physician, with the approval of the Commissioner of Agriculture, shall designate those to be confined in a hospital, subject to the endorsement of the Board.

12. The allowance for escapes will be within the discretion of the Board of Commissioners of State Institutions.

13. All payments under the contract shall be made quarterly in advance, except for the first quarter of the year 1910, which shall be payable one-half July 1st, 1909, and the other half October 1st, 1909, upon a basis of the whole number of prisoners incarcerated in the State prison on July 1st, 1909.

14. The lessee shall enter into a bond with two or more good and sufficient sureties in such sum as may be required by the Board of Commissioners of State Institutions (said bond to be made payable to the Governor of the State of Florida), for the faithful performance of the contract, and shall be a bond acceptable to the Board of Commissioners of State Institutions and shall be approved by said Board.

15. Deductions will be allowed for each prisoner while confined in the hospital under the direction of the State Prison Physician and Commissioner of Agriculture, with the approval of the Board.

16. Each bid shall state the character of the work in which the bidder proposes to engage the prisoners.

17. The successful bidder or bidders who enter into a contract for the lease of the State prisoners will not be allowed to sell or transfer wholly or in part his said contract or franchise; however, will be allowed to sub-lease prisoners under the restrictions provided in the schedule heretofore referred to.

18. *All bids must be made in duplicate, sealed and marked plainly across the envelope, "Bids for the Hire of State Convicts,"* one copy of said bids to be filed with the Commissioner of Agriculture and one copy with the Governor prior to date and hour heretofore named in this notice.

All bids will be opened by the Board of Commissioners of State Institutions in open meeting at the State Capitol at 10 o'clock a. m. on Tuesday, March 2d, 1909.

19. This notice shall be published once each week, for four successive weeks, in the Florida Times-Union, of Jacksonville, Fla.; Pensacola Journal, of Pensacola, Fla.; Tampa Morning Tribune, of Tampa, Fla., and Weekly True Democrat, of Tallahassee, Fla.

Authorized by Board of Commissioners of State Institutions, this the 28th day of January, A. D. 1909.

B. E. McLIN,

Commissioner of Agriculture.

## SCHEDULE OF REQUIREMENTS

### FOR THE

### LEASE OF STATE CONVICTS

The Commissioner of Agriculture, on this 28th day of January, 1909, presented the following schedule of specification to be furnished, on application, to any one desiring same for the purpose of procuring information rela-

tive to the requirements to be assumed by those who may lease the State prisoners for the next four years, beginning January 1, 1910. This being the schedule referred to in the published notice for bids for the hire of State convicts, authorized by the Board on the 28th day of January, 1909.

### GENERAL REQUIREMENTS.

The following schedule is supplementary to the notice promulgated by order of the Board of Commissioners of State Institutions, for bids for the hire of State prisoners, indicated in said notice.

It must be *distinctly understood* that the published notice and the following schedule are not intended to limit further requirements, rules and regulations that the Commissioner of Agriculture, with the approval of the Board of Commissioners of State Institutions, shall deem proper to embody in the contract for the lease of State prisoners, or that may be deemed proper to promulgate, from time to time, during the existence of the lease of State prisoners, for their proper and humane care and keeping.

1.—Each bid must be accompanied by a certified check for \$12,000, being an estimate of \$10.00 for each prisoner, made payable to the State Treasurer; the proceeds of which to become forfeited in the event that the successful bidder or bidders fail, for twenty days after receiving notice that the Board of Commissioners of State Institutions has accepted his or their bid, to enter into a contract with the Commissioner of Agriculture and the Board of Commissioners of State Institutions, when said failure has not resulted from any fault of the said Board.

2.—Not later than twenty days after the acceptance of a bid for State prisoners by said Board, the successful bidder will be required to execute a contract for a period of four years, beginning January 1st, 1910, said contract or franchise to be nontransferable or assignable, in whole or in part. This provision, however, will not debar the original lessee from sub-leasing to parties, firms or corporations who will employ such prisoners so sub-leased from the original contractors, at labor on industries

owned, controlled and operated by said sub-lessees. No other sub-lease, or form of sub-lease, will be permitted by the Commissioner of Agriculture or Board of Commissioners of State Institutions. The successful bidder will be required to make all payments for the hire of State prisoners contracted for, quarterly in advance, except the first quarterly payment, which shall be made, one-half July 1st, 1909, and the other half October 1st, 1909. The basis of said quarterly payment to be made upon the whole number of prisoners incarcerated in the State penitentiary on July 1st, 1909, which shall be one-fourth of the amount bid per capita per annum of the accepted bid, said amount to be paid, on the date above named, to the State Treasurer of the State of Florida. The successful bidder or bidders will be required to furnish a good and sufficient bond in such sum as the Board of Commissioners of State Institutions may deem proper.

3.—The services of the entire number of prisoners contracted for must be used in the development of the resources of the State of Florida and within the confines of the State. No prisoner will be allowed transported beyond the borders of the State.

4. The successful bidder will be required to take, maintain, safeguard and keep every State prisoner, whether male or female, who may, on the 1st day of January, 1910, be under sentence of imprisonment in the State of Florida; and every prisoner who may be, by any court of competent jurisdiction, sentenced to the State prison during the four years, beginning January 1st, 1910. The contractor will be required to bear the expense attending each and every prisoner so sentenced from the date of said sentence, covering the cost of confinement in the county jail until removed by the contractor to the headquarters prison or camp.

5. The contractor shall receive all State prisoners in the custody of the State of Florida on January 1st, 1910, at any point or place that may be designated by the Commissioner of Agriculture of the State of Florida.

6. All rights and powers of the successful bidder, under a contract to be entered into, shall be subject, in all things, to the direction, supervision and control of the Commissioner of Agriculture, with the approval of the Board of Commissioners of State Institutions, and to



every and all of the statutes relative to the hire or lease of State prisoners, as are recorded in the statute laws of the State of Florida.

7. The Commissioner of Agriculture reserves the right to name the place or places the State prison or prisons shall be located, and further reserves the right to change the location of said State prison or prisons at any time he may, in his judgment, deem it for the best interest of the prisoners and the State of Florida, without any recourse whatsoever by the contractor.

8. No prisoner shall be required to labor more than ten hours in any day, provided that a prisoner, if he so desires, may make satisfactory terms between himself and the lessee and work over time, the prisoner to receive compensation therefor.

The Commissioner of Agriculture reserves the right to designate in person or by the State prison Physician or any Supervisor, appointed by the Governor, or any person the Commissioner of Agriculture may designate to represent him, such prisoners as are required to labor, and all such not so designated will not be required to labor, and also to designate the amount and character of work prisoners shall perform, who are not physically able to perform the full manual labor of an able-bodied man, but said prisoners must be paid for and maintained as if they were able to perform full labor. The Commissioner of Agriculture also reserves the right to regulate the nature of the employment of prisoners without recourse by the contractor, except by appeal to the Board of Commissioners of State Institutions.

9. It is required that the State of Florida shall be at no expense whatever, from the date of delivering said prisoners at the beginning of this lease contract, until their release by competent authority; and further, that the State of Florida shall be at no expense whatever on any or all prisoners after the date of their conviction during the term of four years.

10. The contractor will be required to segregate the white and colored prisoners, that is to say, no white person will be allowed to be housed, maintained or placed at work where they will in any way come in personal contact with colored prisoners, and vice versa, except at the central prison hospital or hospitals and the head-

quarters camp, where the prisoners are collected from the different jails, to be distributed to the different camps or prisons for labor, and at said hospitals and headquarters camp there shall be such separation of the two races and the sexes as will be approved by the Commissioner of Agriculture. For certain specific duties the Commissioner of Agriculture may be authorized to assign persons of the opposite color, upon application to him and with the approval of the Board.

### BUILDING AND EQUIPMENT, ETC.

1.—The contractor will be required to have ready for occupancy, not later than January 1, 1910, modern, substantial prison or prisons, with comfortable housing capacity for not less than 1200 prisoners, said prison or prisons to be built on plans and specifications approved by the Commissioner of Agriculture, and to consist of three separate buildings for male and female and sick prisoners; the entire to be enclosed with a board stockade wall fence. Said prison or prisons to be equipped: First, with sleeping cells, furnished with substantial single iron beds, not less than three and a half feet in width and not less than six and one-half feet in length, and placed in the sleeping cell with no less than two feet space between each bed, and where two rows of beds are in one hall, there must not be less than four feet hallway between each row of beds. Each bed to have a good clean mattress and pillow, also three pillow cases, four sheets and two pairs of blankets. There shall be kept in stock at each prison or camp, at all times, for the use of the prisoners, not less than three suits of stripes, three suits of underclothing, including socks, two pairs of shoes, one hat, two night-shirts for each and every prisoner located at any prison or camp.

2.—The dining room or hall to be adjoining to, but separated from the sleeping hall, must have good substantial tables covered with neat oilcloth or other suitable material, and benches or chairs with equipment for each prisoner, consisting of plates, cups, knives, forks, spoons and mess or dinner bucket.

3.—The kitchen to be a separate building or detached room of ample size, for convenience; to be equipped with

a first-class range for cooking purposes, with complete kitchen furniture, said kitchen to be equipped fully for all kinds of cooking, and where there are as many as fifty prisoners at any one prison or camp, there must be a well-built bake-oven or furnace, together with a large pot or pots in a well-built furnace for bailing purposes. At all camps where there are as many as twenty-five prisoners, there must be, in addition to the range, at least the furnace for boiling purposes, well built, properly closed in and covered.

4.—Suitable, comfortable guard houses, within easy call of the prison or prisons, fully equipped to comfortably maintain and lodge the number of guards and employees for the proper safeguarding and maintenance of the whole number of prisoners located at any prison. All buildings to be thoroughly equipped with running water and proper sanitary arrangements, to be approved by the Commissioner of Agriculture. All buildings where prisoners or guards are required to sleep, shall be thoroughly screened with wire netting.

The contractor will also be required to have ready for occupancy, not later than January 1st, 1910, one or more substantial hospital buildings, with a comfortable housing capacity, for not less than one hundred prisoners, fully equipped as indicated above, for other prisoners, except that the beds are to be not less than forty inches wide, and to have good comfortable springs on each bed; also to be thoroughly equipped with a dispensary, operating room and all the necessary drugs, surgical implements and other equipment, and supplies incident to a modern first-class hospital. The contractor will also be required as is provided by law, to maintain a headquarters or *concentration* prison office, to be of the same style and equipment as the other prison, and to be of ample size and equipment to cover all emergencies that may arise from overplus of recruits; and will be required to deliver at headquarters prison all prisoners convicted and sentenced to the State prison, on or after January 1st, 1910, until January 1st, 1914, and there to record, measure, photograph and otherwise completely describe each and every prisoner so received, and to keep complete check of record relating to the prisoner and prison matters, and to be prepared at any and all times to furnish the Commissioner of Agriculture with any and all reports, informa-

tion, etc., that may be required at any time, on any of the whole number of prisoners contracted for. All prisons and hospitals must be connected by telephone or telegraph or both with the regular telegraph lines of the State, so that they will be in connection with the Commissioner of Agriculture at Tallahassee, Florida.

The contractor will be required to advertise, immediately, any prisoner or prisoners who may have escaped, said advertisement to be accompanied with a side and front photograph of the prisoner advertised for, and in such other manner and form, and to such extent, as may be prescribed by the Commissioner of Agriculture, and to offer a reward for the return of each of said escaped prisoners of not less than \$100.00, the same to be paid for by the contractor, upon the delivery of any escaped prisoner by any person whomsoever, to the lessee or the prison authorities at the prison or camp from which the said prisoner escaped.

It is also required that each prison have connected therewith a well-cultivated vegetable garden, in season, of sufficient size and variety to furnish ample vegetables for all prisoners held therein.

At each prison the contractor must have at least two serviceable, well-trained bloodhounds or dogs for the purpose of trailing escaping prisoners.

#### EMPLOYEES.

At least one guard for each five prisoners will be required, and where prisoners are employed where mobility is necessary, every third guard must be mounted.

Each prison must be supplied with a warden or captain of sufficient ability to properly conduct or manage a prison or camp. In addition, one yard man, a night guard and a physician; the same as to a physician will be required at the hospitals. The physician or physicians at the hospitals must be by the approval of the Commissioner of Agriculture.

It is understood that the State of Florida is to be at no expense of any nature on any of the above, and that all of the requirements under the contract to be made, and additional rules and regulations, will be strictly super-

vised by the proper authorities of the State, and that during the term of said contract, the State of Florida, through their proper officers, retain absolute and full control of the whole number of prisoners contracted for.

It must be understood in submitting a bid, the proposed obligation under bond, to carry out all of the above provisions, as well as any other requirements that the Board may see fit to embody in said contract, at his own expense and in addition to the per capita per annum, amount agreed by the contractor, to be paid to the State of Florida for the hire of State prisoners.

The State will undertake, however, to relieve the contractor of the per capita charge on prisoners, while confined in the central hospital upon proper authority, but will not relieve the contractor for any unearned time of escaped prisoners, except as the Board of Commissioners of State Institutions may deem proper to grant, upon the investigation of each individual case by the said Board.

Anyone presenting a bid for the hire of State prisoners is required to name therein the per capita per annum price he or they agree to pay the State of Florida for all State prisoners subject to all of the above conditions, with the express understanding and agreement that the Board of Commissioners of State Institutions shall, if authorized by law, have the right, at any time they may desire to withdraw from said lease, all women and invalid male prisoners, and from the time of the withdrawal of said women and invalid male prisoners, the lessee shall pay fifteen per cent. additional, on the per capita amount of said bids, as made under the terms and specifications herein set forth.

The Commissioner of Agriculture and the Board of Commissioners of State Institutions will increase the per capita price per annum by fifteen per cent. on all prisoners not so withdrawn from said lease.

The Commissioner of Agriculture and Board of Commissioners of State Institutions reserve the right to modify any contract for the hire of State prisoners, to the extent of leasing only those capable of performing reasonable service at manual labor.

The above schedule was approved by the Board of Commissioners of State Institutions on January 28, 1909, and the Commissioner of Agriculture was directed to furnish

copies of the above to any and all applicants desiring the same, with the purpose of bidding for the hire of State prisoners.

B. E. McLIN,  
Commissioner of Agriculture.

Mr. Harris moved that the message and accompanying documents be referred to the Committee on Prisons and Convicts.

Which was agreed to and the message and documents were so referred.

Mr. Cone moved that the Senate go into executive session.

Which was agreed to, and the doors were closed at 11:20 o'clock a. m.

The doors were opened at 11:30 o'clock a. m.

The Senate resumed its session.

The roll was called and the following Senators answered to their names:

Present—Mr. President, Senators Adkins, Baker, 20th; Baker, 29th; Beard, Broome, Buckman, Crill, Cook, Cone, Cottrell, Davis, Dayton, Flournoy, Girardeau, Harris, Henderson, Hosford, Humphries, Johnson, Leggett, Massey, McCreary, McLeod, McMullen, Miller, Sams, Sloan, West, Williams, Withers, Zim—32.

Mr. Sloan Chairman of Committee on Legislative Expenses, submitted the following report:

*Hon. F. M. Hudson,*

*President of Senate.*

*Sir:*

Your Committee on Legislative Expenses, to whom was referred Senate Resolutions, Nos. 4 and 7, have considered same, and beg leave to report the following substitute therefor:

Whereas, People throughout this State, who may desire it, are entitled to the daily Journals of the Senate, that they may keep advised of the official workings of this body, therefore be it

Resolved, 1st. That the Sergeant-at-Arms of the Senate, shall take the orders of Senators for whatever number

of Journals they may want up to fifty, and that number necessary to fill these combined orders, together with the number necessary for the use of this body in its official work in this chamber, be ordered printed daily.

Resolved, 2nd. That attaches and other employes of this Senate be required daily, or as often as Senators may desire, to address and prepare for mailing all Journals to be sent out. Messenger shall provide postage for mailing Journals, keep a record of same and present to this body for payment.

Mr. Sloan moved that the report be received and that the Committee substitute for Senate Resolutions Nos. 7 and 11 be adopted;

Which was agreed to and the substitute was adopted in lieu of Resolutions Nos. 7 and 11.

D. H. SLOAN,  
Chairman of Committee.

Mr. Sloan moved that Substitute for Resolutions Nos. 7 and 11 be adopted;

Which was agreed to and the Substitute was adopted.

Mr. Sloan, Chairman of Committee on Legislative Expenses, submitted the following report:

Senate Chamber  
State of Florida,  
Tallahassee, April, 9, 1909.

Hon. F. M. Hudson,  
President of the Senate,  
Tallahassee, Florida.

Sir:

Your committee on Legislative Expenses, to whom was referred requests by Judiciary Committee A and B for Clerks, beg to report that we recommend that they be empowered to employ a clerk for each committee. We recommend that same be granted, and that the Committees be authorized to employ clerks to begin work on next Monday.

Respectfully submitted,

D. H. SLOAN,  
Chairman Committee.

Mr. Massey moved that the report be received and the requests be granted.

Which was agreed to.

Mr. Cone moved that the Senate adjourn until 4 o'clock Monday afternoon, April 12.

Pending which, Mr. Flournoy was excused from attendance upon the body until April 20.

The motion of Mr. Cone to adjourn was agreed to.

Thereupon the Senate stood adjourned until four o'clock Monday afternoon, April 12, 1909.

#### CONFIRMATIONS.

H. F. Atkinson, to be Judge of the Criminal Court of Record of Dade County.

James T. Sanders, to be Solicitor of the Criminal Court of Record of Dade County.

### MONDAY, APRIL 12, 1909.

The Senate met pursuant to adjournment.

The President in the chair.

The roll being called, the following Senators answered to their names:

Mr. President, Senators Adkins, Baker (20th district), Baker (29th district), Beard, Broome, Buckman, Crill, Cook, Cone, Cottrell, Dayton, Girardeau, Harris, Henderson, Hosford, Humphries, Johnson, Leggett, Massey, McCreary, McLeod, McMullen, Miller, Sams, Sloan, West, Williams, Withers.—29.

A quorum present.

Prayer by the Chaplain.

Senator Zim was excused from attendance on the body on account of illness.

On motion of Mr. Cone the reading of the Journal of April 9th was dispensed with.